

FLEET CONTRACT FOR TRANSPORTING CHILDREN

Term _____ School Corporation No. _____ School Corporation _____

This contract entered into on the _____ day of _____, 20_____, between _____

School Corporation, _____

County, Indiana hereinafter referred to as the School Corporation, and _____

Fleet Contractor.

WITNESSETH:

WHEREAS the Governing Body of said School Corporation has given proper notice by publication in accordance with IC 20-27-5-10, and the Fleet Contractor, pursuant to said notice has * (A) submitted a proposal, or (B) submitted a bid, the terms of which reflect said Fleet Contractor to be the lowest responsible bidder in an amount satisfactory to the Governing Body and the Fleet Contractor will employ drivers who meet the requirements prescribed in IC 20-27-5-13 et seq., and the physical requirements set out in IC 20-27-8 et seq.

Now, therefore, in consideration of the foregoing and in consideration of the payment by the School Corporation to the Fleet Contractor of the sum stated below, the Fleet Contractor agrees to be responsible for the performance of the following work as provided by the specifications on file in the office of the School Corporation and as hereinafter provided, viz:

To ensure that the school buses are driven on Routes Nos. _____ in School Corporation No. _____, for the School Term or Terms of _____ in the School Corporation above named and to the extent of the available seats on the school buses, transport all the children of school ages now residing along and adjacent to said routes or who may be along and adjacent to said routes during the life of this contract and in accordance to said specifications to and from the designated school(s) in said school corporation, during the school term or terms above enumerated.

The routes known as Nos. _____ are described as follows:

_____ and as more particularly described by a copy of the specifications attached hereto and made a part hereof by reference.

BUS OWNERSHIP: conditions: It is also mutually agreed to between the parties hereto:

1. That the Fleet Contractor is to furnish:

Said work is to be governed by the following conditions:

1. The Drivers assigned by the Fleet Contractor are to drive the buses along the designated routes each day during the school term or terms above enumerated, unless the school be dismissed for a holiday or by order of the School Corporation. That the buses shall be operated over the routes upon the schedule fixed by the School Corporation.
2. The Drivers assigned by the Fleet Contractor to have control of all school children so conveyed between the homes of the children and the school(s). The Driver(s) shall keep order and maintain discipline in the bus, and being firm but polite, impartial and fair, and see that no child is imposed upon or mistreated while in their charge, and shall use every care for the safety of the children under their charge.
3. The Fleet Contractor is to ensure satisfactory performance of all the said work set out in this agreement, and shall not sell or assign his contract to any other person except with the approval of the School Corporation.
4. That the School Corporation may at any time alter or extend any route herein covered. In the event that any route as changed, altered, or extended is longer than the route as described in this contract, the Fleet Contractor shall be paid as additional compensation for each mile or fraction thereof in excess of the mileage of the originally contracted route, a sum equal to the average rate per mile as provided in this contract.
5. The Fleet Contractor shall give a surety bond in such sum as fixed by the School Corporation, such bond to be conditioned upon faithful performance of the full term of the contract. The Fleet Contractor shall carry public liability and property damage insurance in a company authorized to do business in the State of Indiana in such amount as the School Corporation may deem necessary to afford adequate protection in the operation of the buses involved. Copies of all insurance policies shall be furnished to the School Corporation by the Fleet Contractor.
6. The provisions of all Indiana statutes, and rules and regulations of the State School Bus Committee, as same may be amended, pertaining to safety in the operation of school buses and the transportation of school children, are made a part of this contract by reference and the Fleet Contractor agrees to abide thereto.
7. The Fleet Contractor hereby agrees that said school buses will be used to transport school children to and from school under the terms of this contract, and only for such additional permitted uses which are in accord with the provisions of IC 20- 27-9 et seq., and as same may be amended.
8. It is agreed that the provisions of IC 20 27-1 et seq. and IC 9-21-1 et seq. and as same may be amended, are hereby made a part of this contract, and that it is the intention of the parties thereto to enter into a binding contract subject to the School Transportation Code (IC 20- 27-1 et seq. and the Motor Vehicles Traffic Regulation Code, IC 9-21-1 et seq.), the provisions of which shall prevail over any part of this contract determined to be in conflict therewith.
9. This contract incorporates by reference all present policies of the School Corporation with respect to the transportation of students and passengers and are hereby made a part of this contract.
10. This contract incorporates, by reference, applicable United States Department of Transportation regulations as same are amended and are hereby made a part of this contract.
11. The School Corporation shall pay the Fleet Contractor the sum of _____ Dollars (\$_____) per day for the number of days (a) on which the calendar of the school corporation provides that students are to be in attendance at school; (b) the Fleet Contractor and Driver(s) are required by the School Corporation to ensure the operation of the buses on school related activities; and (c) day of inservice training for drivers which is either required by statute or authorized by the school corporation including, but not limited to, the safety meeting workshops.
12. Failure of Fleet Contractor to comply with the terms of this contract, including all terms and conditions incorporated by reference, shall be deemed cause for cancellation of contract at the option of School Corporation Governing Body, or its authorized agent. In the event of such breach by Fleet Contractor, School Corporation's authorized agent shall first recommend cancellation of the contract to School Corporation's Governing Body, which may act upon such recommendation without notification or opportunity for Fleet Contractor to be heard, but such cancellation shall not be effective until the Governing Body takes action on such recommendation. Notwithstanding the above, School Corporation, acting by its authorized agent, may suspend the Fleet Contractor immediately, for any conduct or omission that may constitute good and sufficient cause for cancellation of the contract, pending actual cancellation of the contract.

BOND

KNOW ALL PERSONS BY THESE PRESENTS, That we _____
as principal, and _____
as sureties, all of _____ County, in the State of Indiana, are firmly bound unto the School Corporation, in
the penal sum of _____ Dollars (\$ _____) for the payment of which well and truly to be made,
we bind ourselves jointly and severally, and out joint and several heirs, executors, administrators, and assigns, firmly by these presents,
this _____ day of _____, 20_____.

The conditions of the above obligation are such that, where as the _____
_____ School Corporation, of _____ County, in the State of Indiana,
has let and contracted with said _____
to drive the conveyance on a school route in the said School Corporation above named, during the school term or terms of
_____ and _____ known as "Route No.
_____" (as per the contract, route and specifications attached hereto).

NOW THEREFORE, if the said _____ shall well and faithfully do and
perform their contract in accordance with the terms thereof, then this bond shall be null and void; otherwise, we bind ourselves to pay
all expenses incurred in carrying out the full agreement, as entered into by and between the said _____
and _____ School Corporation.

WITNESS our hand and seals this _____ day of _____, 20_____.

(SEAL)

(SEAL)

(SEAL)